

1 NICHOLAS M. WIECZOREK  
Nevada Bar No. 6170  
2 CLARK HILL PLLC  
3800 Howard Hughes Parkway, Suite 500  
3 Las Vegas, Nevada 89169  
Telephone: (702) 862-8300  
4 Facsimile: (702) 862-8400  
nwieczorek@clarkhill.com  
5 Attorneys for Defendant Government Employees  
Insurance Company  
6

7 KIMBERLY S. MOORE  
Admitted pro hac vice  
8 Texas State Bar No. 00784629  
ksmoore@clarkhill.com  
9

LAURA E. CALHOUN  
10 Admitted pro hac vice  
Texas State Bar No. 06342400  
lcalhoun@clarkhill.com  
11

12 CLARK HILL  
2600 Dallas Parkway  
13 Suite 600  
Frisco, Texas 75034  
14 469.287.3900  
15 469.287.3999 Fax  
Attorneys for Defendant Government Employees  
16 Insurance Company  
17  
18

19 **UNITED STATES DISTRICT COURT**  
20 **DISTRICT OF NEVADA**

21 GAYLE DE LA RIVA,  
Plaintiff,

22 vs.

23 GEICO INSURANCE AGENCY, INC., a  
foreign corporation; AND DOES 1-50,  
24 inclusive,  
25 Defendants.  
26

Case No.: 2:20-cv-02170-JCM-EJY

**STIPULATION AND PROTECTIVE  
ORDER REGARDING  
CONFIDENTIAL INFORMATION**

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

To expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, and to adequately restrict the disclosure of confidential information of the Parties, while ensuring the parties are permitted reasonable and necessary uses of such material in preparation for and use in pre-trial and trial proceedings, and to serve the ends of justice, a protective order for such information is justified in this matter.

**Proceedings and Information Governed.**

## STIPULATION AND PROTECTIVE ORDER REGARDING CONFIDENTIAL INFORMATION

1 **Designation and Maintenance of Information.**

2         2. For purposes of this Protective Order, (a) the "Confidential Information"  
3 designation means that the document is comprised of trade secrets or commercial information  
4 that is not publicly known and is of technical or commercial advantage to its possessor, in  
5 accordance with Fed. R. Civ. P. 26(c)(1)(G), protected health information, or other  
6 information treated as confidential by the producing party, or other information required by  
7 law or agreement to be kept confidential and (b) the "Confidential Attorney Eyes Only"  
8 designation means that the document is comprised of information that the producing party  
9 deems especially sensitive, which may include, but is not limited to, confidential research and  
10 development, financial, technical, marketing, any other sensitive trade secret information, or  
11 information capable of being utilized for the preparation or prosecution of a patent application  
12 dealing with such subject matter. Confidential Information and Confidential Attorney Eyes  
13 Only Information does not include (1) information that is already in the knowledge or  
14 possession of the party to whom disclosure is made unless that party is already bound by  
15 agreement not to disclose such information or the party is prohibited from disclosing such  
16 information by state or federal law, or (2) information that has been disclosed to the public or  
17 third persons through lawful and authorized means and in a manner making such information  
18 no longer confidential.  
19

20  
21  
22         3. Documents and things produced during the course of this litigation within the  
23 scope of paragraph 2(a) above, may be designated by the producing party as containing  
24 Confidential Information by placing on each page and each thing a legend substantially as  
25 follows:  
26  
27  
28

1                   **CONFIDENTIAL INFORMATION SUBJECT TO PROTECTIVE ORDER**

2           4.       Documents and things produced during the course of this litigation within the  
3 scope of paragraph 2(b) above may be designated by the producing party as containing  
4 Confidential Attorney Eyes Only Information by placing on each page and each thing a legend  
5 substantially as follows:  
6

7                   **CONFIDENTIAL ATTORNEY EYES ONLY INFORMATION SUBJECT TO**  
8                                   **PROTECTIVE ORDER**

9           5.       A party may designate information disclosed at a deposition as Confidential  
10 Information or Confidential Attorney Eyes Only Information by requesting the reporter to so  
11 designate the transcript or any portion of the transcript at the time of the deposition. If no such  
12 designation is made at the time of the deposition, any party will have fourteen (14) calendar  
13 days after the date of the deposition to designate, in writing to the other parties and to the court  
14 reporter, whether the transcript is to be designated as Confidential Information or Confidential  
15 Attorneys Eyes Only Information. If no such designation is made at the deposition or within  
16 this fourteen (14) calendar day period (during which period, the transcript must be treated as  
17 Confidential Attorneys Eyes Only Information, unless the disclosing party consents to less  
18 confidential treatment of the information), the entire deposition will be considered devoid of  
19 Confidential Information or Confidential Attorneys Eyes Only Information. Each party and  
20 the court reporter must attach a copy of any final and timely written designation designated in  
21 such notice must thereafter be treated in accordance with this Protective Order. It is the  
22 responsibility of counsel for each party to maintain materials containing Confidential  
23 Information or Confidential Attorney Eyes Only Information in a secure manner and  
24  
25  
26  
27  
28

1 appropriately identified so as to allow access to such information only to such persons and  
2 under such terms as is permitted under this Protective Order.

3 **Inadvertent Failure to Designate.**

4           6.       The inadvertent failure to designate or withhold any information as confidential  
5 or privileged will not be deemed to waive a later claim as to its confidential or privileged  
6 nature, or to stop the producing party from designating such information as confidential at a  
7 later date in writing and with particularity. Documents produced by either Party prior to the  
8 date of this Protective Order may also be designated as Confidential Information or  
9 Confidential Attorneys Eyes Only Information. The information must be treated by the  
10 receiving party as confidential from the time the receiving party is notified in writing of the  
11 change in the designation.  
12  
13

14 **Challenge to Designations.**

15           7.       A receiving party may challenge a producing party's designation at any time.  
16 Any receiving party disagreeing with a designation may request in writing that the producing  
17 party change the designation. The producing party will then have ten (10) business days after  
18 receipt of a challenge notice to advise the receiving party whether or not it will change the  
19 designation. If the parties are unable to reach agreement after the expiration of this ten (10)  
20 business day time-frame, and after the conferring, the receiving party may at any time  
21 thereafter seek an order to alter the confidential status of the designated information. Until any  
22 dispute under this paragraph is ruled upon by the presiding judge, the designation will remain  
23 in full force and effect, and the information will continue to be accorded the confidential  
24 treatment required by this Protective Order.  
25  
26  
27  
28

1 **Disclosure and Use of Confidential Information.**

2 8. Information designated as Confidential Information or Confidential Attorney  
3 Eyes Only Information may only be used for purposes of preparation, dispositive motions,  
4 trial, and appeal of this action. Confidential Information or Confidential Attorney Eyes Only  
5 Information may not be used under any circumstances for prosecuting any patent application,  
6 for patent licensing, or for any other purpose.  
7

8 9. Subject to paragraph 11 below, Confidential Information may be disclosed by  
9 the receiving party only to the following individuals, provided that such individuals are informed  
10 of and agree to comply with the terms of this Protective Order: (a) employees of the receiving  
11 party who are required in good faith to provide assistance in the conduct of this litigation,  
12 including any settlement discussions; (b) in-house counsel; (c) outside counsel for the  
13 receiving party; (d) supporting personnel employed by (b) and (c), such as paralegals, legal  
14 secretaries, data entry clerks, legal clerks, IT staff and private photocopying services; (e)  
15 experts or consultants; and (f) any persons requested by counsel to furnish services such as  
16 document coding, image scanning, mock trial, jury profiling, translation services, court  
17 reporting services, demonstrative exhibit preparation, or the creation of any computer database  
18 from documents.  
19  
20

21 10. Subject to paragraph 13 below, Confidential Attorney Eyes Only Information  
22 may be disclosed by the receiving party only to the following individuals, provided that such  
23 individuals are informed of the terms of this Protective Order: (a) outside counsel for the  
24 receiving party; (b) supporting personnel employed by outside counsel, such as paralegals,  
25 legal secretaries, data entry clerks, legal clerks, private photocopying services; (c) experts or  
26 consultants; and (d) those individuals designated in paragraph 13(c).  
27  
28

1           11. Further, prior to disclosing Confidential Information or Confidential Attorney  
2 Eyes Only Information to a receiving party's proposed expert, consultant, or employees, the  
3 receiving party must provide to the producing party a signed Confidentiality Agreement in the  
4 form attached as Exhibit A

5           12. Counsel is responsible for the adherence by third-party vendors to the terms  
6 and conditions of this Protective Order. Counsel may fulfill this obligation by obtaining a  
7 signed Confidentiality Agreement in the form attached as Exhibit B.

8           13. Confidential Information or Confidential Attorney Eyes Only Information may  
9 be disclosed to a person who is not already allowed access to such information under this  
10 Protective Order if:  
11

12           (a) the information was previously received or authored by the person or was  
13 authored or received by a director, officer, employee or agent of the company for which the  
14 person is testifying as a designee under Fed. R. Civ. P. 30(b)(6);

15           (b) the designating party is the person or is a party for whom the person is a director,  
16 officer, employee, consultant or agent; or  
17

18           (c) counsel for the party designating the material agrees that the material may be  
19 disclosed to the person.  
20

21           In the event of disclosure under this paragraph, only the reporter, the person, his or her  
22 counsel, the presiding judge, and persons to whom disclosure may be made and who are bound  
23 by this Protective Order, may be present during the disclosure or discussion of Confidential  
24 Information. Disclosure of material pursuant to this paragraph does not constitute a waiver of  
25 the confidential status of the material so disclosed.  
26  
27  
28

1 **Non-Party Information.**

2 14. The existence of this Protective Order must be disclosed to any person  
3 producing documents, tangible things, or testimony in this action who may reasonably be  
4 expected to desire confidential treatment for such documents, tangible things or testimony.  
5 Any such person may designate documents, tangible things, or testimony confidential pursuant  
6 to this Protective Order.  
7

8 **Filing Documents With the Court.**

9 15. If any party wishes to submit Confidential Information to the court, the party  
10 must file a motion for an order sealing the documents consistent with the Ninth Circuit caselaw  
11 and Local Rule IA 10-5. A copy of the motion to seal must be served on all parties who have  
12 appeared in the case. Disputes regarding confidentiality designations should be resolved  
13 before any designated material is filed with the Court. For any item of designated material for  
14 which a designation dispute has not been resolved, that item will be filed under seal (at least  
15 provisionally), pursuant to local court practice or in a sealed envelope or file bearing the  
16 caption of this action and a notice substantially in the following form:  
17  
18

19 **CONFIDENTIAL INFORMATION**

20 [case style ]

21 This envelope, which is being filed under seal, contains documents that are subject to  
22 a Protective Order governing the use of confidential discovery material.  
23

24 **No Prejudice.**

25 16. Producing or receiving confidential information, or otherwise complying with  
26 the terms of this Protective Order, will not (a) operate as an admission by any party that any  
27 particular Confidential Information contains or reflects trade secrets or any other type of  
28



1 confidential or proprietary information; (b) prejudice the rights of a party to object to the  
2 production of information or material that the party does not consider to be within the scope of  
3 discovery; (c) prejudice the rights of a party to seek a determination by the presiding judge that  
4 particular materials be produced; (d) prejudice the rights of a party to apply to the presiding  
5 judge for further protective orders; or (e) prevent the parties from agreeing in writing to alter or  
6 waive the provisions or protections provided for in this Protective Order with respect to any  
7 particular information or material.  
8

9 **Conclusion of Litigation.**

10 17. Within sixty (60) calendar days after final judgment in this action, including  
11 the exhaustion of all appeals, or within sixty (60) calendar days after dismissal pursuant to a  
12 settlement agreement, each party or other person subject to the terms of this Protective Order  
13 is under an obligation to destroy or return to the producing party all materials and documents  
14 containing Confidential Information or Confidential Attorney Eyes Only Information, and to  
15 certify to the producing party, upon request, that this destruction or return has been done.  
16 However, outside counsel for any party is entitled to retain all court papers, trial transcripts,  
17 exhibits, and attorney work provided that any such materials are maintained and protected in  
18 accordance with the terms of this Protective Order.  
19  
20

21 **Other Proceedings.**

22 18. By entering this Protective Order and limiting the disclosure of information in  
23 this case, the presiding judge does not intend to preclude another court from finding that  
24 information may be relevant and subject to disclosure in another case. Any person or party  
25 subject to this Protective Order who may be subject to a motion to disclose another party's  
26 information designated Confidential pursuant to this Protective Order must promptly notify  
27  
28

1 that party of the motion so that the party may have an opportunity to appear and be heard on  
2 whether that information should be disclosed.

3 **Remedies.**

4 19. It is Ordered that this Protective Order will be enforced by the sanctions set forth  
5 in Fed. R. Civ. P. 37(b) and any other sanctions as may be available to the presiding judge,  
6 including the power to hold parties or other violators of this Protective Order in contempt. All  
7 other remedies available to any person injured by a violation of this Protective Order are fully  
8 reserved.  
9

10 20. Any party may petition the presiding judge for good cause shown if the party  
11 desires relief from a term or condition of this Protective Order.  
12  
13  
14

15 **IT IS SO STIPULATED.**

16 DATED this 18<sup>th</sup> day of June, 2021

DATED this 18<sup>th</sup> day of June, 2020.

17 WATKINS & LETOFSKY, LLP.

CLARK HILL STRASBURGER

18 /s/ Theresa M. Santos

/s/ Laura E. Calhoun

19 By: \_\_\_\_\_

By: \_\_\_\_\_

20 Theresa M. Santos, Esq.  
21 8935 S. Pecos, Ste. 22A  
22 Henderson, NV 89074  
Attorneys for Plaintiff

Laura E. Calhoun, Esq.  
2600 Dallas Parkway, Ste. 600  
Frisco, TX 75034  
Attorneys for Defendant

23 **ORDER**

24 **IT IS SO ORDERED.**

25   
UNITED STATES MAGISTRATE JUDGE

26 June 21, 2021

27 DATED  
28